# THIS CONTEST IS OPEN TO CANADIAN RESIDENTS ONLY AND IS GOVERNED BY CANADIAN LAW

The Contest is in no way sponsored, endorsed or administered by, or associated with Twitter. You understand that you are providing your information to the Sponsor (defined below) and not to Twitter. Any personal information you provide will only be used for the administration of this Contest and in accordance with the Sponsor's privacy policy (see below). Twitter is completely released from all liability by each participant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not Twitter. You may only use one (1) Twitter account (the "Account") to participate in this Contest.

## 1. CONTEST PERIOD:

The Moment Magnum Contest (the "Contest") begins on September 15, 2015 at 12:00 a.m. Eastern Time ("ET") and ends on September 27, 2015 at 11:59 p.m. ET ("Contest Period").

## 2. ELIGIBILITY:

Contest is open to all legal residents of Canada (excluding Quebec) who are eighteen (18) years of age or older at the time of entry, except employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of Unilever Canada Inc. (the "Sponsor"), its parent companies, subsidiaries, affiliates, prize suppliers and advertising/promotion agencies (collectively, the "Contest Parties").

## 3. HOW TO ENTER:

NO PURCHASE NECESSARY. There are two (2) ways to enter the Contest, as follows:

- 1. On-Site: To enter the Contest on-site, visit the Toronto Food & Wine Festival (the "Event") during regular event hours during the Contest Period, have your photo taken by following the instructions of the Sponsor's representative (an "On-site Photo") and sign and return the Sponsor's form of release (the "Release") at the Event and you will be provided with one (1) entry (an "Entry"). To be eligible, your On-site Photo must comply with the Photo Requirements listed below in Rule 4. If you want the On-site Photo but do not want to enter the Contest, you can opt-out by checking the opt-out box on the Release.
- 2. Twitter: To enter the Contest via Twitter, you must have a valid Account. If you do not have an Account, visit <a href="https://www.twitter.com">www.twitter.com</a> and register in accordance with the enrolment instructions for a free Account. In addition, eligible entrants (see above) can become a "follower" (the "Follower(s)") of the official @magnum\_canada channel on Twitter (note: you can un-follow at any time). To become a Follower, an eligible entrant must: (i) visit <a href="https://www.twitter.com/magnum\_canada">www.twitter.com/magnum\_canada</a>; OR (ii) from his/her Twitter home page, click on the "Find People" tab and perform a search for "magnum\_canada"; AND (iii) click on the "Follow" button corresponding to the official @magnum\_canada channel. During the Contest Period, you can enter the Contest by tweeting (each, a "Tweet"). To be eligible, your Tweet must:
  - i. be in accordance with the specific Photo Requirements listed below in Rule 4;
  - ii. include a photo (an "Online Photo") representing what a #MagnumMoment means to you (the "Theme");
  - iii. include the following two hashtags --- #MagnumMoment and #Win (the "Hashtags");
  - iv. comply with the Twitter Terms of Service and Twitter Rules available at www.twitter.com; and
  - v. conform to Twitter's (140) character limitation, including the Hashtags.

Any Tweet that does not follow the above format (as determined by Sponsor in its sole and absolute discretion) will be discarded and will not be eligible for entry in this Contest.

A Tweet will be considered to be void (and an Entry will not be granted) if the Tweet: (i) does not describe and/or

discuss the Theme (as determined by Sponsor in its sole and absolute discretion); (ii) is incomplete or illegible; (iii) is not submitted and received during the Contest Period in accordance with these Rules; (iv) does not include the Hashtags; (v) does not conform to Twitter's (140) character limitation including the Hashtags; (vi) does not comply with the Twitter Terms of Service and Twitter Rules; and/or (vii) is not in accordance with the specific Photo Requirements listed below in Rule 4 (all as determined by Sponsor in its sole and absolute discretion).

If your Tweet is received in accordance with these Official Contest Rules and Regulations (the "Rules") (as determined by the Sponsor in its sole and absolute discretion), you will receive one (1) Entry.

Standard text messaging and/or data rates apply to Followers who submit a Tweet via a wireless mobile device. Wireless service providers may charge for airtime for each standard text message sent and received. Please call your service provider for pricing and service plan information and rates before mobile device participation.

There is a limit of one (1) Entry per person/email address/Account permitted during the Contest Period (regardless of the method of entry). For greater certainty, you can only use one (1) email address/Account to enter the Contest. If it is discovered that any person has attempted to: (i) exceed any of the limits stated in these Rules (including without limitation the limit of one (1) Entry per person/email address/Account during the Contest Period); and/or (ii) use (or attempt to use) multiple names, identities and/or more than one (1) email address or Account to enter the Contest; then (in the sole and absolute discretion of the Sponsor) he/she may be disqualified from the Contest and all of his/her Entries voided. Use (or attempted use) of multiple names, identities, email addresses, Accounts and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest is prohibited and is grounds for disqualification by the Sponsor. The Releasees (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Tweets or Releases (all of which are void).

IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL ANY PERSON/FOLLOWER BE PERMITTED TO OBTAIN MORE THAN THE MAXIMUM NUMBER OF ENTRIES AS STATED IN THESE RULES.

All Tweets, Releases and Entries are subject to verification at any time. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) to participate in this Contest. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification. The sole determinant of the time for the purposes of a valid Tweet/Entry in this Contest will be the Contest server machine(s).

Collectively, On-site Photos and Online Photos will be referred to as "**Photos**".

## **4. PHOTO REQUIREMENTS:**

BY ENTERING THIS CONTEST, YOU AGREE THAT YOUR PHOTO COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASEES (DEFINED BELOW) WILL BEAR NO LEGAL LIABILITY REGARDING THE USE OF ANY PHOTO YOU SUBMIT OR, IF APPLICABLE, ANY TWEET YOU SUBMIT. THE RELEASEES (DEFINED BELOW) SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THESE RULES.

Without limiting the generality of the requirements noted above in Rule 3, to be eligible for entry in this Contest, any Tweet/Photo you submit must be unique and original (i.e. you cannot submit the same Tweet/Photo more than one time in this Contest and/or copy someone else's Tweet/Photo in whole or in part) and, if applicable, your Tweet must be written in English/French only.

By participating in the Contest, each entrant agrees to be legally bound by these Rules and by the interpretation of these Rules by the Sponsor, and further warrants and represents that any Tweet/Photo he/she submits:

- i. is either original to him/her or taken by Sponsor at Event and that the entrant has all necessary rights in and to the Tweet/Photo to enter the Contest;
- ii. does not violate any law;

- iii. does not contain any reference to any identifiable third parties, unless consent has been obtained from each such individual and his/her parent/legal guardian if he/she is under the age of majority in his/her jurisdiction of residence;
- iv. will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims whatsoever; and
- v. is not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups; content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of Sponsor; any identifiable third party products, trade-marks, brands and/or logos, other than those of Sponsor; conduct or other activities in violation of these Rules; and/or any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

By entering the Contest and submitting a Tweet/Photo, each entrant: (i) grants to the Sponsor (in respect of Tweets, without limiting the Twitter Terms of Service), in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her Tweet/Photo, in whole or in part, for advertising or promoting the Contest or for any other reason; (ii) waives all moral rights in and to his/her Tweet/Photo in favour of the Sponsor; and (iii) agrees to release and hold harmless the Contest Parties and each of their respective agents, employees, directors, successors, and assigns (collectively, the "Releasees") from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action that relate in any way to the Tweet/Photo. For greater certainty, the Sponsor reserves the right, in its sole and absolute discretion and at any time during the Contest, to modify, edit or disqualify any Tweet/Photo if a complaint is received with respect to the Tweet/Photo, or for any other reason. If such an action is necessary at any point, then the Sponsor reserves the right, in its sole and absolute discretion, to disqualify the Tweet/Photo (and corresponding Entry) and/or the associated entrant. If the Sponsor determines, in its sole and absolute discretion, that any Tweet/Photo does not comply with these Rules for any reason at any time, then the Sponsor reserves the right, in its sole and absolute discretion, to disqualify the Tweet/Photo (and corresponding Entry) and/or the associated entrant.

## 5. THE PRIZES AND APPROXIMATE RETAIL VALUES:

There will be five (5) Grand Prizes (each, a "Grand Prize") available to be won. Each Grand Prize consists of a \$150 gift card for Rasa restaurant (subject to the terms and conditions of the issuer). The Grand Prize expires 6 months after winning. Each Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute a Prize or a component thereof with a prize or prizes of equal or greater value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award. Any and all costs/expenses not specifically included in the Prize description are the sole and absolute responsibility of each confirmed winner.

There will be six (6) daily prizes (each, a "**Daily Prize**") available to be won from all eligible entries received on the previous day (September 15 – 17, 2015 inclusive). Each Prize consists of a \$104 gift card for Toronto Food & Wine Festival 2015 to be held September 18- 20<sup>th</sup>, 2015 in Toronto and assorted sampling. Each Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute a Prize or a component thereof with a prize or prizes of equal or greater value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award. **There is a limit of one (1) Daily Prize or Grand Prize per person.** Any and all costs/expenses not specifically included in the Prize description are the sole and absolute responsibility of each confirmed winner.

## **6. WINNER SELECTION:**

Each day on September 15 through September 17, 2015 for the Daily Prizes AND October 1, 2015 for the Grand Prize (the

"Selection Date") a panel of judges (the "Contest Judges") appointed by the Sponsor at its sole and absolute discretion will judge and assign a score (each, a "Score") to each Photo on the basis of the following weighted criteria (the "Judging Criteria"):

Criteria	Weighting
Pose in Photo	50%
Brand Relevance	50%
Total Score	Maximum 100%

Each entrant whose Photo obtains one (1) of the top Scores either for the Daily Prize or the Grand Prize will be deemed a potential Prize winner. The odds of winning depend on the number and calibre (based on the Judging Criteria) of eligible Entries received. In the event of a tie between two or more Photos based on Score, the entrant associated with the Photo – from amongst all such Photos that are tied – with the highest score on the first criterion listed above will be deemed to have obtained the higher Score. In the event there is still a tie between two or more Photos, the entrant associated with the Photo – from amongst all such Photos that are still tied – with the highest score on the second criterion listed above will be deemed to have obtained the higher Score.

The Sponsor or its designated representative will make a minimum two attempts to contact the selected entrant either: 1) by Twitter (using a personalized message to the Twitter account used to submit the corresponding selected Entry) for Twitter entrants; or 2) by Email for Event entrants; within two business days of the end of the Selection Date. If a selected entrant cannot be contacted within two business days of the Selection Date, or if there is a return of any notification as undeliverable; then he/she will be disqualified (and will forfeit all rights to a Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to select an alternate eligible winner (in which case the foregoing provisions of this section shall apply to such new selected entrant) while time permits.

BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER, each selected entrant will be required to: (a) sign and return within two business days of notification the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize as awarded; (iii) assigns all intellectual property, including copyright, in and to his/her Tweet and waives his/her moral rights therein in favour of the Sponsor; (iv) agrees to indemnify the Releasees against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Tweet including, without limitation, any claim that his/her Tweet infringes a proprietary interest of any third party; (v) releases the Releasees from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (vi) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet. If a selected entrant fails to return the properly executed Contest documents within the specified time; and/or (c) cannot accept his/her Prize as awarded for any reason; then he/she will be disqualified (and will forfeit all rights to a Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate eligible winner (in which case the foregoing provisions of this section shall apply to such new selected entrant).

#### 7. GENERAL CONDITIONS:

By participating in this Contest, each entrant: (i) agrees to be bound by these Rules; (ii) agrees to release and hold harmless the Releasees from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action; and (iii) releases the Releasees from any and all liability in connection with this Contest and his/her participation therein.

The Releasees will not be liable for: (i) any failure of any website during the Contest; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Photo, Tweet or Release to be received for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any website or mobile network; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating or downloading any material in the Contest; and/or (v) any combination of the above.

In the event of a dispute regarding who submitted a Tweet, Tweets will be deemed to have been submitted by the authorized account holder of the Twitter account submitted at the time of entry (as determined in accordance with the official records of Twitter). In the event of a dispute regarding who submitted a Release, the Sponsor reserves the right, in its sole and absolute discretion, to deem the Release to have been submitted by the authorized account holder of the email address submitted in the Release. In this context, "authorized account holder" is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. An entrant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the Twitter account associated with the Tweet in question or that e/she is the authorized account holder of the email address associated with the Release in question (as applicable).

The Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the "**Régie**") in Quebec, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, subject only to the approval of the Régie, to cancel, amend or suspend this Contest, or to amend these Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason.

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of entrants, Photos, Releases and/or Tweets.

The Sponsor reserves the right, subject only to the approval of the Régie, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant, Photo, Release or Tweet with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

<u>For Quebec residents:</u> Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her Tweet/Release for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: http://www.unileverprivacypolicy.com/en\_ca/policy.aspx). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the French version of these Rules, website and/or point of sale, television, print or online advertising; the terms and conditions of these English Rules shall prevail, govern and control.

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